

**Maternal and Child Health
Sample Agreement¹ for
Child Care Nurse Consultant Services**

1. Parties to the Agreement, Contact Person, and Contact Information

A. Maternal and Child Health Agency

Business Name of agency:

Contact Person:

Business Address:

Telephone:

Fax:

Email:

Website:

B. Child Care Resource and Referral lead agency

Name of agency:

Contact Person:

Business Address:

Telephone:

Fax:

Email:

Website:

2. Introduction and Background of Parties to the Agreement

Maternal and Child Health (MCH)² agency means an entity designated by the Iowa Department of Public Health operating under the Iowa Administrative Code 641-76. MCH agencies provide infrastructure, population-based, enabling, and direct care services in support of the core public health functions of assessment, policy development, and assurance within a specified geographic region for families, pregnant women and children.

Local Public Health Department³ agencies are designated by local Boards of Health to provide prevention and intervention health services to individuals and communities and to carry out the core public health functions.

Child Care Resource and Referral⁴ (CCR&R) means the resource and referral entity designated by the Iowa Department of Human Services, under Iowa Administrative Code 441-159, to serve child care businesses within a specified geographic region in Iowa. CCR&R agencies provide services to families and early childhood professionals. Services include: child care referrals and education on quality indicators for parents; referrals, consultation, technical assistance, and education for early childhood professionals; and data and advocacy support on children's issues to the community and policy makers.

Healthy Child Care Iowa (HCCI) began as a federally funded program through the Iowa Department of Public Health. The HCCI goal is to improve the health and safety practices in child care settings through the services of child care nurse consultants (CCNC). The CCNCs are licensed RNs that complete the Iowa Training Project for Child Care Nurse Consultants. The ultimate goal is to positively impact the health status of Iowa's children.

3. Purpose of Agreement

The purpose of the interagency agreement is to:

- Form a partnership to improve the health and safety policy and practice in child care businesses

¹ Note: this document provides examples used by MCH and CCR&R agencies from across the state. The sample agreement is offered to assist entities in preparation for securing legal advice in agreement development. The sample is not intended as legal advice or as the sole source of information in developing an interagency agreement. All parties entering into interagency agreements should secure advice from legal counsel.

² Iowa Administrative Code 641-76. <http://www.legis.state.ia.us/Rules/Current/iac/641iac/64176/64176.pdf>.

³ Iowa Administrative Code 641-77. <http://www.legis.state.ia.us/Rules/2003/iac/641iac/64177/64177.pdf>

⁴ Iowa Administrative Code 441-159. http://www.legis.state.ia.us/ACO/IAChtml/441.htm#chapter_441_159

- Define the business relationship and practices between the CCR&R and MCH agency
- Define resources (human and material) available to MCH to assist child care businesses, and families seeking child care, to assure healthy, safe, and developmentally appropriate environments and practices
- Define and support collaboration on the mutual goals of child and family well-being
- Support the active engagement of a registered nurse as a child care nurse consultant (CCNC) implementing the *Child Care Nurse Consultant Role Guidance to Achieve the Performance Measures and Annual Performance Standards* with child care businesses in the counties served by the MCH

4. Desired Outcomes

The desired outcomes of the interagency agreement include:

- Availability of CCNC services
- Participation in system-building activities between CCR&R and MCH in the service delivery area
- Participation in the data recording and reporting activities designated by the CCR&R and the Iowa Department of Public Health
- Improved child health outcomes for children in early care and education settings

5. Time Parameters and Terms for the Agreement

The interagency agreement will begin on: date and end on: date. The agreement may be terminated by either party upon 30 days written notice to the other contracting party. Termination of the agreement must be submitted in writing to all parties of the agreement with the MCH agency submitting a copy of the termination to the Iowa Department of Public Health, Division of Health Promotion and Chronic Disease Prevention, Bureau of Family Health, Bureau Chief, 321 E. 12th Street, Lucas State Office Building, Des Moines, IA 50319-0075. This interagency agreement shall be negotiated annually.

6. Responsibilities of Each Party in the Agreement

A. Responsibilities of the MCH agency

1. The MCH director shall keep the CCR&R director informed of the full scope of health services and programs offered by MCH or subcontracted by MCH in the CCR&R region.
2. MCH shall transmit information to CCR&R regarding community partners, organizations, subcontractors and resources that support the outcomes of this agreement.
3. MCH shall establish and support the business office location, salary, travel, office equipment, supplies, materials and communication methods for the CCNC. *(if applicable – some agency's have CCR&R or another community partner support these and house physical location of CCNC)*
4. MCH shall inform the CCR&R of any fee-for-service schedules established by the MCH for CCNC services.
5. MCH shall establish a regular work schedule for the CCNC that conforms to the needs of the child care business community, including evening and weekend availability. *See CCNC personnel and contact information.*
6. MCH shall establish business related personal email linkage for the CCNC with CCR&R for transmission of the CCNC data, documents, information and communication. *See CCNC personnel and contact information.*
7. MCH shall support the CCNC in orientation and professional development in the role and responsibilities of CCNC including assessment, consultation, and education of child care businesses in support of program fidelity.
8. MCH shall assure adherence to all policy and procedures relating to Iowa's Quality Rating System for child care businesses such as documentation of services required for the various QRS levels.
9. MCH will assure that the CCNC will be available to provide consultation, technical assistance, assessment and education to child care businesses located in the MCH region.
10. MCH shall make available to CCR&R, upon request, the aggregate data from CARES, Immunization Programs and other databases to assist CCR&R in program evaluation and planning.
11. MCH shall keep the CCR&R director informed of organizational policy and procedures that impact the professional development or activities of the CCNC.
12. MCH shall notify the CCR&R director, as well as the Iowa Department of Public Health, Bureau of Family Health of all changes in CCNC employment status or changes in employment policy/practices within 30 days of such change.
13. MCH shall upload a copy of the signed interagency agreement by November 15, 2010, to SharePoint at the Iowa Department of Public Health.

14. Other

B. Responsibilities of the CCR&R:

1. CCR&R shall keep MCH informed of the full scope of services and programs offered by CCR&R or subcontracted by CCR&R in the service delivery area.
2. CCR&R shall transmit information to MCH regarding community partners, organizations, subcontractors, and resources that support the outcomes of this agreement.
3. CCR&R shall establish and support or negotiate with the MCH for the business office location, office equipment, supplies, materials and communication methods for the CCNC. *(if applicable-depending on where CCNC's office is, etc.-would not be in #3 above and here-unless altered to reflect specific items provided by each party)*
4. CCR&R shall establish and support or negotiate with MCH for the fiscal support for the CCNC for budget categories of Personnel, Travel, Materials and Supplies, Equipment, and Communication. *(if applicable)*
5. CCR&R shall support or negotiate any fee-for-service schedules established by the MCH for CCNC services.
6. CCR&R shall negotiate any training or event schedule with MCH for the CCNC that conforms to the needs of the child care business community, including evening and weekend availability. *(Moonlighting is another issue to discuss and/or include phrasing about. This states that training will be negotiated through the MCH agency not with individuals, if that is allowed to happen differently in your community, you will need to adjust the phrasing. If you want to strengthen the no moonlighting phrasing you are welcome to do that, as well.)*
7. CCR&R director shall provide an orientation to the CCNC regarding the full scope of programs, services and personnel provided by the CCR&R lead and subcontract agencies. *(is this needed by your CCNC- if not remove, or perhaps it is needed by someone else in the agency such as care coordinators or CH Director instead or in addition)*
8. CCR&R shall provide orientation and access to the NACCRRAware database.
9. CCR&R shall make contact information available from the NACCRRAware database to assist the CCNC in contacting child care businesses and for documenting CCNC encounters and services provided. The CCR&R NACCRRAware user agreement shall be signed by the CCNC.
10. CCR&R shall inform child care businesses of CCNC services and transfer appropriate questions, requests and referrals from child care businesses to the CCNC.
11. CCR&R shall make health resources and training materials owned and stored at the CCR&R available to the CCNC.
12. The CCR&R director and IDPH may schedule and convene regional meetings with CCR&R Child Care Consultants, MCH program directors and CCNCs to support professional development, program fidelity and maintain communication.
13. CCR&R shall establish email linkage with MCH for transmission of data, documents, information and communication.
14. Other

7. Joint Responsibilities of Parties

The CCR&R and MCH shall mutually support the role of the CCNC in delivering services to childhood programs within Iowa's comprehensive, integrated early care, health and education system. Both parties will cooperate in negotiations. *(You may want to more clearly define what this means for your agencies-such as- you may want to define how you will handle situations where you are competing for funds – local ECI, United Way, community foundations, etc. This is becoming more of an issue and may be where partnerships break down in the future, having a discussion at least proactively and possibly including a phrase about it. You may want to define how referrals will be made back and forth between agencies, etc.)*

Designation of CCNC personnel and contact information

Child Care Nurse Consultant Name and FT E	Location of Office or Primary Worksite and counties the CCNC will serve	Business Telephone and FAX number and Email	Work Schedule (include the days of week and hours scheduled)
Example: Susan Doe FTE: 0.6	Business Address: 417—8 th Street Happy Dale, IA 50000 Counties Served: Lucas Marion	Tel: 000-000-0000 Fax: 000-000-0000 Email: sdoe@happy.net	Schedule: Monday, Tuesday, and Wednesday 8 a.m.-4:30 p.m. Schedule is flexible to allow for evening/weekend <input checked="" type="checkbox"/> available evenings with advanced scheduling <input checked="" type="checkbox"/> available Saturdays with advanced scheduling

Name: FTE:	Business Address: Counties Served:	Tel: Fax: Email:	Schedule: <input type="checkbox"/> available evenings with advanced scheduling <input type="checkbox"/> available Saturdays with advanced scheduling
Name: FTE:	Business Address: Counties Served:	Tel: Fax: Email:	Schedule: <input type="checkbox"/> available evenings with advanced scheduling <input type="checkbox"/> available Saturdays with advanced scheduling

CCR&R lead agency contacts (*or attach*):

Name: FTE:	CCR&R Business Address: Counties Served:	Tel: Fax: Email:	Schedule:
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9. Budget Terms (*if fiscal resources included in agreement*)

Personnel: salary and fringe benefits

Travel in-state Travel: in-state within geographic service area; regional meetings, state meetings

Travel out-of-state

Materials and Supplies office supplies, training materials/handouts, print cost

Equipment computer, printer, fax, office equipment, digital camera

Communication and Postage: telephone, internet and email, postage or courier services

Indirect Rate (submit indirect rate agreement with agreement) **or Administrative Fee**

10. Dispute Resolutions Methods

11. Reporting and Quality Assurance

12. Signatures of Business Entities

A. _____ (signature) Date: _____

Name:

Title

B. _____ (signature) Date: _____

Name:

Title

13. Attachments